## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bridge Medical, Inc.		07/05/2005	CORPORATION:

### **RECEIVING PARTY DATA**

Name:	Cerner Innovation, Inc.
Street Address:	5750 West 95th Street, Suite 310
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66207
Entity Type:	CORPORATION:

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	75529670	BRIDGE
Registration Number:	2686847	SOLUTIONS TO AMERICA'S OTHER DRUG PROBLEM
Registration Number:	2887469	INFOPOINT
Registration Number:	2609992	BRIDGE MEDICAL

### **CORRESPONDENCE DATA**

Fax Number: (816)421-5547

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 816.474.6550
Email: nmorton@shb.com

Correspondent Name: SHOOK, HARDY & BACON

Address Line 1: 2555 Grand Blvd.

Address Line 4: Kansas City, MISSOURI 64108-2613

ATTORNEY DOCKET NUMBER:	CRNI.56141
NAME OF SUBMITTER:	Jean M. Dickman

TRADEMARK REEL: 003183 FRAME: 0113

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Signature:	/Jean M. Dickman/	
Date:	10/27/2005	
Total Attachments: 6		
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#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, is made this 7th day of July, 2005 ("Assignment"), from Bridge Medical, Inc. (the "Seller"), a Delaware corporation, to Cerner Innovation, Inc. (the "Assignee"), a Delaware corporation. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the APA (as defined below).

### WITNESSETH:

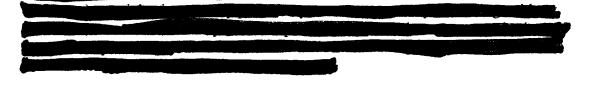
WHEREAS, the Seller is the owner of the Intellectual Property Assets (as that term is defined in the Asset Purchase Agreement by and among the Seller, Cerner Corporation (the "Purchaser") and, for certain purposes specified therein, AmerisourceBergen Corporation, a Delaware corporation, dated June 15, 2005 ("APA")), which includes, but is not limited to, the patents and patent applications listed on Schedule A hereto ("Patents"), the trademarks and trademark applications listed on Schedule B ("Trademarks") and the copyrights listed on Schedule C ("Copyrights");

WHEREAS, pursuant to the APA, the Seller has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Seller, the Intellectual Property Assets;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated as of the date hereof, Cerner Corporation transferred and assigned all of its rights to the Intellectual Property Rights under the APA to Assignee, its wholly-owned subsidiary, in accordance with the terms and conditions of Section 10.7 of the APA; and

WHEREAS, the Seller and the Assignee wish to record the formal assignment relating to the aforementioned sale of the Intellectual Property Assets, and have entered into this Assignment for that purpose.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller does hereby sell, transfer, convey and assign to the Assignee and its successors and assigns the Seller's entire right, title and interest in and to the Intellectual Property Assets, including, without limitation, all rights to apply for further intellectual property rights arising out of, or in any way related to, the Intellectual Property Assets and the rights to apply for renewals and extensions of any or all of the foregoing and the right to sue, counterclaim and recover for past, present and future infringement thereof, the same to be held and enjoyed by said Assignee, for its own use, and for its successors, legal representatives and assigns.



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## I. Assignment

The Seller hereby authorizes:

- (i) with respect to the Patents, the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in jurisdictions outside the United States to record the transfer of the Patents to the Assignee as the Assignee of the Seller's entire right, title and interest therein, and to issue to the Assignee all letters patent and other items referred to above which may issue with respect to the Patents in and outside of the United States, in accordance with this Assignment;
- (ii) with respect to the Trademarks, the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in jurisdictions outside the United States to record the transfer of the registration of the Trademarks to the Assignee as the Assignee of the Seller's entire right, title and interest therein, and to issue to the Assignee all trademark registrations referred to above which may issue with respect to the Trademarks in and outside the United States, in accordance with this Assignment; and
- (iii) with respect to the Copyrights, the Register of Copyrights and other empowered officials of the United States Copyright Office and/or the appropriate empowered officials in jurisdictions outside the United States to record the transfer of the Copyrights to the Assignee as the holder of the Seller's entire right, title and interest therein, in accordance with this Assignment.

### II. Power of Attorney

The Seller hereby constitutes and appoints the Assignee, its successors and assigns, the Seller's true and lawful attorney, with full power of substitution, in the Seller's name and stead, but on behalf and for the benefit of the Assignee, its successors and assigns, to demand and receive any and all of the Intellectual Property Assets, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in the Seller's name, or otherwise, for the benefit of the Assignee, its successors and assigns, any and all proceedings at law, in equity or otherwise, which the Assignee, its successors or assigns, may deem proper for the collection or reduction to possession of any of the Intellectual Property Assets or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred or assigned, or intended so to be, and to do all acts and things in relating to the Intellectual Property Assets which the Assignee, its successors or assigns shall deem desirable, the Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by the Seller or by its dissolution or in any other manner or for any reason whatsoever.

[Signature Page Follows]

TRADEMARK
REEL: 003183 FRAME: 0116

IN WITNESS WHEREOF, Cerner and Cerner Innovation have executed and delivered this Assignment as of the date first above written.

**CERNER CORPORATION** 

By: //ww U
Name: Marc G. Naughton

Title: Chief Financial Officer

CERNER INNOVATION, INC.

By: <u>//au</u> V Name: Marc G. Naughton

Title: Vice-President

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# Schedule B

## **Trademarks**

# Trademarks with U.S. trademark registrations:

<u>Description</u>	Registration no.	Registration date	Date of first use
SOLUTIONS TO AMERICA'S OTHER DRUG PROBLEM	2,686,847	2/11/03	12/9/1997
INFOPOINT	2,887,469	9/21/04	1/15/2003
BRIDGE MEDICAL	2,609,992	8/20/2202	12/1/1997

# Trademarks with U.S. trademark registration applications pending:

<u>Description</u>	Serial no.	Filing date	Date of first use
BRIDGE and design	75/529,670	8/3/98	unknown

# Unregistered trademarks:

Description	Date of first use
BRIDGE	unknown
MEDPOINT	unknown

TRADEMARK REEL: 003183 FRAME: 0118

IN WITNESS WHEREOF, the Seller has caused this assign executed by its proper officer duly authorized, as of the date first written at	ment to be
SPILER:	ove,
BRIDGE MEDICAL, INC.	
By: Dense K Reven Name: Densean K. Rivera Title: President	
STATE OF CALIFORNIA	/
COUNTY OF SAN DIEGO }ss:	
Notary Public - California	sworn by  **DIEM*(th behalf of
My Comm. Expres May 26, 2009  AARCA L. BURLLANA  (Printed Signature)	<u>.                                    </u>
PURCHASER:	
CERNER THNOVATION, INC.	
By:	F. *
Name: Marc G. Naughton  Title: President	

TRADEMARK REEL: 003183 FRAME: 0119

IN WITNESS WHEREOF, the Seller has caused this assignment to be executed by its proper officer duly authorized, as of the date first written above. SELLER: BRIDGE MEDICAL, INC. By:\_\_\_\_\_ Name: Denean K. Rivera Title: President STATE OF }ss: **COUNTY OF** Before me, the undersigned, a Notary Public of the Sate of \_\_\_\_\_\_, personally appeared \_\_\_\_\_\_, having been sworn by me according to law did depose and say they were the \_\_\_\_\_ (the "Seller") and did acknowledge the execution of the foregoing Assignment on behalf of said Seller. WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_\_, ... (Written Signature) (Printed Signature) **PURCHASER:** CERNER CORPORATION INNOVATION, INC.

**Signature Page to IP Assignment** 

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**RECORDED: 10/27/2005** 

Name: Marc G. Naughton

Title: Chief Financial Officer Vice - President